

<i>SERFF Tracking Number:</i>	<i>LBRM-125549476</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>America First Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#? \$?</i>
<i>Company Tracking Number:</i>	<i>2008-01320</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>Commercial Professional Liability</i>		
<i>Project Name/Number:</i>	<i>TRIPRA 2007 - Rules/2008-01320</i>		

## Filing at a Glance

Companies: America First Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The Netherlands Insurance Company

Product Name: Commercial Professional Liability	SERFF Tr Num: LBRM-125549476	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: #? \$?
Sub-TOI: 17.0019 Professional Errors & Omissions Liability	Co Tr Num: 2008-01320	State Status: Fees verified and received
Filing Type: Rule	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Kelly Joslyn	Disposition Date: 03/21/2008
	Date Submitted: 03/17/2008	Disposition Status: Accepted For Informational Purposes
Effective Date Requested (New): 04/01/2008		Effective Date (New):
Effective Date Requested (Renewal): 04/01/2008		Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: TRIPRA 2007 - Rules	Status of Filing in Domicile: Pending
Project Number: 2008-01320	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/21/2008	
State Status Changed: 03/21/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Effective April 1, 2008 for new and renewal business, we wish to file our revised independent rules for our Professional Liability Program. We are making this filing in response to The Terrorism Risk Insurance Program Reauthorization Act of 2007.	

SERFF Tracking Number: LBRM-125549476 State: Arkansas

First Filing Company: America First Insurance Company, ... State Tracking Number: #? \$?

Company Tracking Number: 2008-01320

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Commercial Professional Liability

Project Name/Number: TRIPRA 2007 - Rules/2008-01320

The corresponding independent endorsements and the revised Disclosure Notice have been submitted under separate cover our filing #2008-01319.

Enclosed, please find our revised manual pages, the required filing forms and filing fees.

## Company and Contact

### Filing Contact Information

Kelly Joslyn, State Filings Technician  
62 Maple Avenue  
Keene, NH 03431  
kelly.joslyn@LibertyMutual.com  
(800) 826-6189 [Phone]  
(603) 352-9252[FAX]

### Filing Company Information

America First Insurance Company	CoCode: 12696	State of Domicile: New Hampshire
62 Maple Ave.	Group Code: 111	Company Type: P & C
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 58-0953149	

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Peerless Indemnity Insurance Company	CoCode: 18333	State of Domicile: Illinois
62 Maple Ave.	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 13-2919779	

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Peerless Insurance Company	CoCode: 24198	State of Domicile: New Hampshire
62 Maple Avenue	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 02-0177030	

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The Netherlands Insurance Company	CoCode: 24171	State of Domicile: New Hampshire
62 Maple Avenue	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 02-0342937	

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*First Filing Company:*      *America First Insurance Company, ...*      *State Tracking Number:*      *#? \$?*  
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*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0019 Professional Errors & Omissions Liability*  
  
*Product Name:*      *Commercial Professional Liability*  
*Project Name/Number:*      *TRIPRA 2007 - Rules/2008-01320*

## Filing Fees

Fee Required?      No  
 Retaliatory?      No  
 Fee Explanation:  
 Per Company:      No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
America First Insurance Company	\$0.00	03/17/2008	
Peerless Indemnity Insurance Company	\$0.00	03/17/2008	
Peerless Insurance Company	\$0.00	03/17/2008	
The Netherlands Insurance Company	\$0.00	03/17/2008	

*SERFF Tracking Number:*      *LBRM-125549476*      *State:*      *Arkansas*  
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*Company Tracking Number:*      *2008-01320*  
*TOI:*      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*      *17.0019 Professional Errors & Omissions Liability*  
  
*Product Name:*      *Commercial Professional Liability*  
*Project Name/Number:*      *TRIPRA 2007 - Rules/2008-01320*

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Informational Purposes	Edith Roberts	03/21/2008	03/21/2008

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<i>Product Name:</i>	<i>Commercial Professional Liability</i>		
<i>Project Name/Number:</i>	<i>TRIPRA 2007 - Rules/2008-01320</i>		

## Disposition

Disposition Date: 03/21/2008

Effective Date (New):

Effective Date (Renewal):

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

<b>Overall Percentage Rate Indicated For This Filing</b>	0.000%
<b>Overall Percentage Rate Impact For This Filing</b>	0.000%
<b>Effect of Rate Filing-Written Premium Change For This Program</b>	\$0
<b>Effect of Rate Filing - Number of Policyholders Affected</b>	0

SERFF Tracking Number: LBRM-125549476 State: Arkansas

First Filing Company: America First Insurance Company, ... State Tracking Number: #? \$?

Company Tracking Number: 2008-01320

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Commercial Professional Liability

Project Name/Number: TRIPRA 2007 - Rules/2008-01320

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Accepted for Informational Purposes	Yes
	NAIC Loss Cost Filing Document for OTHER than Workers' Comp	Accepted for Informational Purposes	Yes
Supporting Document	NAIC loss cost data entry document	Accepted for Informational Purposes	Yes
	Company Exception Pages	Accepted for Informational Purposes	Yes
Rate	Company Terrorism Supplement Exception Pages	Accepted for Informational Purposes	Yes

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<i>Project Name/Number:</i>	<i>TRIPRA 2007 - Rules/2008-01320</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LBRM-125549476 State: Arkansas  
 First Filing Company: America First Insurance Company, ... State Tracking Number: #? \$?  
 Company Tracking Number: 2008-01320  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Commercial Professional Liability  
 Project Name/Number: TRIPRA 2007 - Rules/2008-01320

## Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Accepted for Informational Purposes	Company Exception Pages	PL-EXC-1 THRU 15	New	AR_PL_0107.pdf
Accepted for Informational Purposes	Company Terrorism Supplement Exception Pages	PL-EXC-TERRSUPP-1 THRU 7	New	AR_PL_TRIA_SUP_0408.pdf



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**SECTION VI  
ERRORS AND OMISSIONS LIABILITY COVERAGES**

**41. SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE (Subline Code 317)**

**A. Description of School Leaders Errors and Omissions Liability Coverage**

1. Claims-made coverage is provided for claims seeking loss or non-monetary relief because of wrongful acts. The claim must arise out of a wrongful act that is committed on or after the Retroactive Date (if any) and before the end of the policy period.

Loss is confined to compensatory damages and does not include damages resulting from bodily injury, property damage, personal injury or advertising injury covered by the CGL. Wrongful act means any act, breach of duty, neglect, error, omission, misstatement or misleading statement committed by the insured while performing educational institution duties. Claims seeking non-monetary relief are subject to an Aggregate Defense Expense Amount.

A Coverage Extension for Employment Related Practices Liability is also provided. This coverage is limited to discrimination against, workplace harassment of or wrongful termination of the educational institution's employee, former employee or prospective employee by an insured, and workplace torts.

2. For details of coverage refer to:

- a. Coverage Form **26-20**.

- b. Mandatory endorsements:

- (1) Arkansas Changes **26-104**.

- (2) Arkansas Changes – Loss Information **17-342**.

- (3) War Liability Exclusion **17-366**

3. The following forms make up a Coverage Part:

- a. Coverage Form;

- b. Mandatory endorsements required for use in a particular state;

- c. Other applicable endorsements;

- d. The Declarations; and

- e. The Common Policy Conditions **IL 00 17**.

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**B. Rates**

**1. Basic Limits**

Basic limits are:

- a. \$100,000 Each Wrongful Act
- b. \$100,000 Aggregate
- c. \$100,000 Aggregate Defense Expense Amount – Non-Monetary Relief

Refer to company for rating.

**2. Increased Limits**

Refer to company.

**3. Basis of Premium**

The basis of premium used for determining the premium charge is the total amount of student enrollment. This is the highest number of students enrolled at any time during the school year including full time, part time, graduate, night and adult education students.

**4. Minimum Premium**

Refer to company.

**5. Rating Modifications**

Premiums are not subject to schedule, experience or package modification.

**C. Deductibles**

**1. Definition**

This is a method of coverage under which the insured agrees to contribute up to a specific sum toward the amount paid to the claimant as loss.

**2. Application**

The deductible applies to loss arising from all claims made because of one wrongful act. The company's obligation under School Leaders Errors and Omissions Liability Coverage to pay loss that the insured becomes legally obligated to pay applies only to the amount of loss in excess of any deductible amount stated as applicable.

**3. Deductible Discount Factors**

Refer to company.

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**4. Deductible Amounts**

The School Leaders Errors and Omissions Liability Coverage is written with a \$1,000 minimum deductible. The following optional deductible amounts are also available:

\$ 2500  
\$ 5000  
\$ 7500  
\$10000

**D. Optional Endorsements**

**1. Exclusion – Tax Assessment**

Liability arising out the authority to assess, adjust, collect, distribute or refund taxes may be excluded by attaching the Exclusion - Tax Assessment endorsement **26-25**.

**2. Exclusion – Eminent Domain, Inverse Condemnation, Adverse Possession**

Liability arising out of the property rights of eminent domain, inverse condemnation or condemnation proceedings, adverse possession or dedication by adverse use may be excluded by attaching the Exclusion - Eminent Domain, Inverse Condemnation, Adverse Possession endorsement **26-24**.

**3. Additional Insured – Participating Schools**

When the named insured is a joint services or cooperative agreement entity, a school that participates in that joint services or cooperative agreement may be added as an additional insured. For details, refer to Additional Insured - Participating Schools endorsement **17-178**. Refer to company.

**4. Amendment of Other Insurance Condition**

The Other Insurance Condition may be amended so that insurance is excess when there is other primary insurance available to the named insured for which that insured has been endorsed as an additional insured. For details, refer to Amendment of Other Insurance Condition endorsement **17-179**. Refer to company.

**5. Exclusion – Law Enforcement Professional Liability**

Liability arising out of law enforcement activities may be excluded by attaching Exclusion – Law Enforcement Professional Liability endorsement **26-39**.

**6. Exclusion – Year 2000 Computer-Related and Other Electronic Problems**

Liability arising out of the year 2000 computer-related and other electronic problems not otherwise precluded by the School Leaders Errors and Omissions Liability Coverage Part may be excluded by attaching the Exclusion - Year 2000 Computer-Related and Other Electronic Problems endorsement **17-169**.

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**7. Additional Insured – Students While In Internship/Work Study Programs**

Students may be added as additional insureds while participating in designated internship or work study programs that are sponsored by the named insured. Use Additional Insured – Students While In Internship/Work Study Programs endorsement **26-88**. Refer to company.

★ **E. Terrorism Endorsement Options**

**Refer To Terrorism Supplements**

**F. Classification**

Use applicable class code(s):

75332 Elementary and Secondary Schools - private  
75333 Elementary and Secondary Schools – public  
75334 Colleges – private  
75335 Colleges - public

**G. Special Claims Made Rules**

**1. Discovery Period**

If circumstances relating to the termination, renewal or replacement of this coverage are met as specified in Section V - Discovery Periods of Coverage Form **26-20**, a Discovery Period will be provided. To advise the named insured of the availability of Discovery Periods and the estimated premium charge for the Extended Discovery Period, use the policyholder notice, Important Reminder Availability of Discovery Periods **ST-GL-100**, upon notice of cancellation or nonrenewal.

**a. Basic Discovery Period**

- (1)** This Discovery Period is automatically provided without an additional charge. It starts with the end of the policy period and lasts for 60 days. A claim may be made during this 60 day period but it must arise from a wrongful act that is committed before the end of the policy period but not before the Retroactive Date.
- (2)** The Basic Discovery Period does not apply to claims that are covered under subsequent insurance purchased, or to claims that would be covered but for the exhaustion of the amount of insurance applicable to such claims.
- (3)** The Basic Discovery Period does not increase or reinstate the Limits of Insurance.

**b. Extended Discovery Period**

- (1)** This Discovery Period will be offered to the named insured. It will be effected by attaching the Extended Discovery Period endorsement **26-22** for an additional charge.

The Extended Discovery Period starts when the Basic Discovery Period described in **a.(1)** above ends and lasts for 36 months. A claim may be made during this 36 month period but it must arise from a wrongful act that is committed before the end of the policy period but not before the Retroactive Date

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- (2) The additional premium for the Extended Discovery Period Endorsement is determined based on the rates and rating rules in effect at the inception date of the last policy period. Determine the additional premium by multiplying the total School Leaders Errors and Omissions Liability Coverage Part premium for the last policy period by the appropriate 3 year Extended Discovery Period Premium percentage displayed in the Company state rate pages. However, the premium will not exceed 2.00 times the annual premium for the coverage being terminated and will be fully earned when the endorsement takes effect.
- (3) If the Extended Discovery Period takes effect, a Supplemental Aggregate Limit and a Supplemental Aggregate Defense Expense Amount – Non-Monetary Relief will be provided but only for claims first made during the Extended Discovery Period.
- (4) For details of coverage refer to endorsement **26-22**.

## **2. Retroactive Date**

The Retroactive Date is a specific date entered on the Declarations for this Coverage Form. Any wrongful act that is committed prior to the Retroactive Date is not covered, even if a claim is made during the policy period or any applicable Discovery Period. Once a Retroactive Date is established by a company, it can only be advanced by that company with the written consent of the Named Insured and then only for one or more the following reasons:

- a. There is a change in carrier;
- b. There is a substantial change in the insured's operations which results in an increased exposure to loss;
- c. The insured fails to provide the company with information:
  - (1) That the insured knew of should have known about the nature of the risk insured which would have been material to the insurer's acceptance of the risk; or
  - (2) Which was requested by the company.
- d. At the request if the insured.

In that event, one or more Discovery Periods will be provided as described in Section V of the Coverage Form. To advise the named insured of the availability of Discovery Periods and the estimated premium charge for the Extended Discovery Period, use the policyholder notice, Important Reminder Availability of Discovery Periods **ST-GL-100**, upon advancement of the Retroactive Date.

If "none" is entered on the Declarations for this Coverage Form, no Retroactive Date applies and coverage may be afforded for wrongful acts committed prior to the inception date of the coverage form.

Claims made rates are calculated by applying a Retroactive Date Factor to mature claims made rates. Refer to company for Retroactive Date Factors which are based on the number of years between the Retroactive Date and the expiration date of the School Leaders Errors and Omissions Liability Coverage Part. If a Retroactive Date is not used, refer to company for rating the additional exposure.

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**42. EMPLOYEE BENEFITS LIABILITY COVERAGE (Subline Code 317)**

**A. Description of Employee Benefits Liability Coverage**

1. Claims-made coverage is provided for "loss" arising from "wrongful acts" committed by the insured in the "administration" of the named insured's "employee benefits program". "Loss" is confined to compensatory damages and does not include damages resulting from bodily injury, property damage or personal injury covered by the CGL.
  - a. "Administration" is limited to the following activities related to the named insured's "employee benefits program": giving counsel; interpreting; handling records; or effecting enrollment or termination of employee participation.
  - b. "Employee benefits program" includes the following plans: group life, health or accident insurance; profit sharing plans; stock subscription plans; pension plans; savings plans; vacation plans; travel plans; unemployment compensation insurance; social security/OASDHI; workers' compensation insurance; disability benefits insurance; or any other similar plan designated in the Declarations.
2. For details of coverage refer to:
  - a. Coverage Form **26-2**.
  - b. Mandatory endorsements:
    - (1) Arkansas Changes **26-105**.
    - (2) Arkansas Changes – Loss Information **17-342**.
    - (3) War Liability Exclusion **17-366**
3. The following forms make up a Coverage Part:
  - a. Coverage Form;
  - b. Mandatory endorsements required for use in a particular state;
  - c. Other applicable endorsements;
  - d. The Declarations; and
  - e. The Common Policy Conditions **IL 00 17**.

**B. Rates**

**1. Basic Limits**

Premium charges are shown in the Company state rate pages for the following basic limits:

- a. \$25,000 Each Loss
- b. \$75,000 Aggregate

**2. Increased Limits**

Refer to Company state rate pages.

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**3. Basis of Premium**

The basis of premium used for determining the premium charge is total number of employees eligible for the named insured's employee benefits program.

**4. Minimum Premium**

Refer to Company state rate pages.

**5. Rating Modifications**

Premiums are not subject to schedule, experience or package modification.

**C. Deductibles**

**1. Definition**

This is a method of coverage under which the insured agrees to contribute up to a specific sum toward the amount paid to the claimant as "loss".

**2. Application**

The deductible applies to "loss" arising from all claims made because of one "wrongful act". The company's obligation under Employee Benefits Liability Coverage to pay "loss" that the insured becomes legally obligated to pay applies only to the amount of "loss" in excess of any deductible amount stated as applicable.

**3. Deductible Discount Factors**

Refer to Company state rate pages.

**4. Deductible Amounts**

The Employee Benefits Liability Coverage is written with a \$1,000 minimum deductible. The following optional deductible amounts are also available:

\$ 2,500  
\$ 5,000  
\$ 7,500  
\$10,000

**D. Optional Endorsement**

**1. Exclusion – Year 2000 Computer-Related and Other Electronic Problems**

Liability arising out of the year 2000 computer-related and other electronic problems not otherwise precluded by the Employee Benefits Liability Coverage Part may be excluded by attaching the Exclusion – Year 2000 Computer-Related and Other Electronic Problems endorsement **17-169**.

**2. COBRA Exclusion**

Claims arising out of obligations imposed under the Consolidated Omnibus Budget Reconciliation Act (COBRA) may be excluded by attaching COBRA Exclusion **26-7**.

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★ E. Terrorism Endorsement Options

Refer To Terrorism Supplements

F. Classification

Use class code 73440.

G. Special Claims Made Rules

1. Discovery Period

If circumstances relating to the termination, renewal or replacement of this coverage are met as specified in Section V - Discovery Periods of Coverage Form **26-2**, a Discovery Period will be provided. To advise the named insured of the availability of Discovery Periods and the estimated premium charge for the Extended Discovery Period, use the policyholder notice, Important Reminder Availability of Discovery Periods **ST-GL-100**, upon notice of cancellation or nonrenewal.

a. Basic Discovery Period

- (1) This Discovery Period is automatically provided without an additional charge. It starts with the end of the policy period and lasts for 60 days. A claim for "loss" may be made during this 60 day period but it must arise from a "wrongful act" that occurs before the end of the policy period but not before the Retroactive Date.
- (2) The Basic Discovery Period does not apply to claims that are covered under subsequent insurance purchased, or to claims that would be covered but for the exhaustion of the amount of insurance applicable to such claims.
- (3) The Basic Discovery Period does not increase or reinstate the Limits of Insurance.

b. Extended Discovery Period

- (1) This Discovery Period will be offered to the named insured. It will be effected by attaching the Extended Discovery Period endorsement **26-6** for an additional charge.  
  
The Extended Discovery Period starts when the Basic Discovery Period described in **a.(1)** above ends and lasts for 36 months. A claim for "loss" may be made during this 36 month period but it must arise from a "wrongful act" that occurs before the end of the policy period but not before the Retroactive Date.
- (2) The additional premium for the Extended Discovery Period Endorsement is determined based on the rates and rating rules in effect at the inception date of the last policy period. Determine the additional premium by multiplying the total Employee Benefits Liability Coverage Part premium for that last policy period by the appropriate 3 year Extended Discovery Period Premium factor displayed in the Company state rate pages. However, the premium will not exceed 2.00 times the annual premium for the coverage being terminated and will be fully earned when the endorsement takes effect.
- (3) If the Extended Discovery Period takes effect, a separate Aggregate Limit of Liability will be provided but only for claims first recorded and received during the Extended Discovery Period.
- (4) For details of coverage refer to endorsement **26-6**.



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## 2. Retroactive Date

The Retroactive Date is a specific date entered on the Declarations for this Coverage Form. Any "wrongful act" that occurred prior to the Retroactive Date is not covered, even if a claim is made during the policy period or any applicable Discovery Period. Once a Retroactive Date is established by a company, it can only be advanced by that company with the written consent of the Named Insured and then only for one or more the following reasons:

- a. There is a change in carrier;
- b. There is a substantial change in the insured's operations which results in an increased exposure to loss;
- c. The insured fails to provide the company with information:
  - (1) That the insured knew of should have known about the nature of the risk insured which would have been material to the insurer's acceptance of the risk; or
  - (2) Which was requested by the company.
- d. At the request if the insured.

In that event, one or more Discovery Periods will be provided as described in Section V of the Coverage Form. To advise the named insured of the availability of Discovery Periods and the estimated premium charge for the Extended Discovery Period, use the policyholder notice, Important Reminder Availability of Discovery Periods **ST-GL-100**, upon advancement of the Retroactive Date.

If "none" is entered on the Declarations for this Coverage Form, no Retroactive Date applies and coverage may be afforded for "wrongful acts" occurring prior to the inception date of the coverage form.

Refer to Company state rate pages for Retroactive Date Factors which are based on the number of years between the Retroactive Date and the expiration date of the Employee Benefits Liability Coverage Part

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**43. RELIGIOUS ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE**

**A. Description of Religious Organization Directors and Officers Liability Coverage**

1. Coverage is provided for the insured's liability arising out of wrongful acts committed by the religious organization's directors, officers or committee members. Insureds include the named insured, and its directors, officers and committee members. The wrongful act must be committed during the policy period.
2. For details of coverage refer to:
  - a. Coverage Form **17-182**.
  - b. Mandatory endorsements:
    - (1) Arkansas Changes **17-348**;
    - (2) War Liability Exclusion **17-366**
3. The following forms make up a Coverage Part:
  - a. Coverage Form;
  - b. Mandatory endorsements required for used in a particular state;
  - c. Other applicable endorsements;
  - d. The Declarations; and
  - e. The Common Policy Conditions **IL 00 17**.

**B. Rates**

1. Basic Limits  
Refer to Company
2. Increased Limits  
Refer to Company
3. Basis of Premium  
Refer to Company

**C. Optional Endorsements**

**1. Exclusion – Year 2000 Computer-Related and Other Electronic Problems**

Liability arising out of the year 2000 computer-related and other electronic problems not otherwise precluded by the Religious Organization Directors and Officer Liability Coverage Part may be excluded by attaching the Exclusion - Year 2000 Computer-Related and Other Electronic Problems endorsement **17-169**.

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★ D. Terrorism Endorsement Options

Refer To Terrorism Supplements

E. Classification

Use class code 73345 for churches without schools, or with preschools only; and 73245 for churches with schools.

**44. LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE (Subline Code 317)**

**A. Description of Law Enforcement Professional Liability Coverage**

1. Claims-made coverage is provided for "loss" arising out of "law enforcement wrongful acts". "Loss" is confined to compensatory damages and does not include damages resulting from punitive damages. "Law enforcement wrongful act" means any act, breach of duty, neglect, error, omission, misstatement or misleading statement committed by the insured while in the course of performing law enforcement activities and includes direct negligence actions such as negligent employment. Law enforcement activities includes activities, services, advice or instruction that are within the scope of the authorized duties of the educational institution's law enforcement or security guard firms.
2. For details of coverage refer to:
  - a. Coverage Form **26-23**.
  - b. Mandatory endorsements:
    - (1) Arkansas Changes **26-106**.
    - (2) Arkansas Changes – Loss Information **17-342**.
    - (2) War Liability Exclusion **17-366**
3. The following forms make up a Coverage Part:
  - a. Coverage Form;
  - b. Mandatory endorsements required for use in a particular state;
  - c. Other applicable endorsements;
  - d. The Declarations; and
  - e. The Common Policy Conditions **IL 00 17**.

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**B. Rates**

**1. Basic Limits**

Basic limits are:

- a. \$100,000 Each Loss
- b. \$100,000 Aggregate

Refer to company for rates.

**2. Increased Limits**

Refer to company.

**3. Basis of Premium**

The basis of premium used for determining the premium charge is each employed law enforcement or security personnel.

**4. Minimum Premium**

Refer to Company.

**5. Rating Modifications**

Premiums are not subject to schedule, experience or package modification.

**C. Deductibles**

**1. Definition**

This is a method of coverage under which the insured agrees to contribute up to a specific sum toward the amount paid to the claimant as "loss".

**2. Application**

The deductible applies to "loss" arising from all claims made because of one "wrongful act". The company's obligation under Law Enforcement Professional Liability Coverage to pay "loss" that the insured becomes legally obligated to pay applies only to the amount of "loss" in excess of any deductible amount stated as applicable.

**3. Deductible Discount Factors**

Refer to company.

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**4. Deductible Amounts**

The Law Enforcement Professional Liability Coverage is written with a \$1,000 minimum deductible. The following optional deductible amounts are also available:

\$ 2500  
\$ 5000  
\$ 7500  
\$10000

**D. Optional Endorsements**

**1. Non-Monetary Relief Defense Coverage**

Defense coverage may be provided for suits seeking injunctive or other non-monetary relief by attaching the Non-Monetary Relief Defense Coverage endorsement. This coverage is subject to a \$100,000 Defense Expense Amount. For details, refer to endorsement **26-49**. Refer to company.

**2. Independent Contractors**

Independent contractors may be added as insureds by attaching Independent Contractors endorsement **26-44**. Refer to company.

**3. Additional Insured – Participating Schools**

When the named insured is a joint services or cooperative agreement entity, a school that participates in that joint services or cooperative agreement may be added as an additional insured. For details, refer to Additional Insured - Participating Schools endorsement **17-178**. Refer to company.

**4. Exclusion – Year 2000 Computer-Related and Other Electronic Problems**

Liability arising out of the year 2000 computer-related and other electronic problems not otherwise precluded by the Law Enforcement Professional Liability Coverage Part may be excluded by attaching the Exclusion - Year 2000 Computer-Related and Other Electronic Problems endorsement **17-169**.

**E. Terrorism Endorsement**

To exclude terrorism coverage, attach exclusion of terrorism endorsement **26-122**.

**F. Classification**

Use class code 75336.

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**G. Special Claims Made Rules**

**1. Discovery Period**

If circumstances relating to the termination, renewal or replacement of this coverage are met as specified in Section V - Discovery Periods of Coverage Form **26-23**, a Discovery Period will be provided. To advise the named insured of the availability of Discovery Periods and the estimated premium charge for the Extended Discovery Period, use the policyholder notice, Important Reminder Availability of Discovery Periods **ST-GL-100**, upon notice of cancellation or nonrenewal.

**a. Basic Discovery Period**

- (1) This Discovery Period is automatically provided without an additional charge. It starts with the end of the policy period and lasts for 60 days. A claim may be made during this 60 day period but it must arise from a "law enforcement wrongful act" that occurs before the end of the policy period but not before the Retroactive Date.
- (2) The Basic Discovery Period does not apply to claims that are covered under subsequent insurance purchased, or to claims that would be covered but for the exhaustion of the amount of insurance applicable to such claims.
- (3) The Basic Discovery Period does not increase or reinstate the Limits of Insurance.

**b. Extended Discovery Period**

- (1) This Discovery Period will be offered to the named insured. It will be effected by attaching Extended Discovery Period endorsement **26-48** for an additional charge. The Extended Discovery Period starts when the Basic Discovery Period described in **a.(1)** above ends and lasts for 36 months. A claim may be made during this 36 month period but it must arise from a "law enforcement wrongful act" that occurs before the end of the policy period but not before the Retroactive Date.
- (2) The additional premium for the Extended Discovery Period Endorsement is determined based on the rates and rating rules in effect at the inception date of the last policy period. To determine the additional premium, refer to company for the appropriate 3 year Extended Discovery Period Premium percentage that should be applied to the total Law Enforcement Professional Liability Coverage Part premium for the last policy period. However, the premium will not exceed 2.00 times the annual premium for the coverage being terminated and will be fully earned when the endorsement takes effect.
- (3) If the Extended Discovery Period takes effect, a separate Aggregate Limit of Liability will be provided but only for claims first recorded and received during the Extended Discovery Period. If non-monetary relief defense coverage is endorsed, a separate Aggregate Defense Expense Amount – Non-Monetary Relief will also be provided.
- (4) For details of coverage refer to endorsement **26-48**.

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**2. Retroactive Date**

The Retroactive Date is a specific date entered on the Declarations for this Coverage Form. Any law enforcement wrongful act that is committed prior to the Retroactive Date is not covered, even if a claim is made during the policy period or any applicable Discovery Period. Once a Retroactive Date is established by a company, it can only be advanced by that company with the written consent of the Named Insured and then only for one or more the following reasons:

- a.** There is a change in carrier;
- b.** There is a substantial change in the insured's operations which results in an increased exposure to loss;
- c.** The insured fails to provide the company with information:
  - (1)** That the insured knew of should have known about the nature of the risk insured which would have been material to the insurer's acceptance of the risk; or
  - (2)** Which was requested by the company.
- d.** At the request if the insured.

In that event, one or more Discovery Periods will be provided as described in Section V of the Coverage Form. To advise the named insured of the availability of Discovery Periods and the estimated premium charge for the Extended Discovery Period, use the policyholder notice, Important Reminder Availability of Discovery Periods **ST-GL-100**, upon advancement of the Retroactive Date.

If "none" is entered on the Declarations for this Coverage Form, no Retroactive Date applies and coverage may be afforded for law enforcement wrongful acts committed prior to the inception date of the coverage form.

Claims made rates are calculated by applying a Retroactive Date Factor to mature claims made rates. Refer to company for Retroactive Date Factors which are based on the number of years between the Retroactive Date and the expiration date of the Law Enforcement Professional Liability Coverage Part. If a Retroactive Date is not used, refer to company for rating the additional exposure.

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SECTION VI  
ERRORS AND OMISSIONS LIABILITY COVERAGES

**41. SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE (Subline Code 317)**

★ E. Terrorism Supplement

**INTRODUCTION**

The "Terrorism Risk Insurance Act" ("TRIA") establishes a program within the Department of the Treasury in which the Federal Government will share the risk of loss from terrorist attacks with the insurance industry. Federal participation will be triggered when the Secretary of the Treasury certifies an act of terrorism, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism, provided the terrorist act results in aggregate losses in excess of an amount stated in the Act. With respect to insured losses resulting from a certified act of terrorism, the Federal Government will reimburse individual insurers for a percentage of losses (as stated in the Act) in excess of the insurer's retention, which is based on a specified percentage of the insurer's earned premium for the year preceding the loss. Insured losses covered by the program are capped at \$100 billion per year; this provision serves to limit insurers' liability for losses. If a terrorism event pierces the cap of a given year, insured losses paid (amounts below the cap) under the federal program may be subject to pro rata allocation in accordance with procedures established by the Treasury. All insurers providing general liability insurance are required to participate in the program to the extent of making available coverage for certified acts of terrorism in accordance with the terms and conditions of coverage which apply to non-terrorism events.

For all new and renewal business, an insurer must make available to insureds coverage for losses caused by certified acts of terrorism. The insurer must disclose to the policyholder the premium for losses covered, the federal share of compensation for such losses under the program and the existence of the \$100 billion cap, at the time of offer, purchase and renewal of the policy.

**IMPORTANT GENERAL INFORMATION**

In the policy Declarations (or by other means at the insurer's option), it is advisable to indicate applicability of terrorism endorsements by line of business. This is especially important for a package policy that includes both TRIA and non-TRIA lines of business.

**1. THE FOLLOWING PARAGRAPHS, 1.a. AND 1.b, INSTRUCT ON THE USAGE OF TERRORISM ENDORSEMENT OPTIONS THAT MAY BE ATTACHED TO POLICIES THAT BECOME EFFECTIVE WHILE THE TERRORISM RISK INSURANCE PROGRAM IS IN EFFECT. REFER TO PARAGRAPH 2. OF THIS RULE FOR ADDITIONAL INSTRUCTIONS REGARDING THOSE POLICIES THAT WILL CONTINUE PAST THE ANTICIPATED TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM. POLICIES THAT BEGIN IN THE LAST PROGRAM YEAR OF THE FEDERAL PROGRAM MAY REQUIRE THE USE OF TWO ENDORSEMENTS DUE TO THE ANTICIPATED MID-TERM TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM.**

a. When coverage for certified acts of terrorism is to be provided, the following options are available:

- (1) To provide coverage for both certified acts of terrorism and other acts of terrorism (subject to underlying policy provisions), but provide that the insurer will not pay any amount for injury or damage for any certified act of terrorism after the amounts of all such events in a statutory period exceed the cap provided by the Act, use Cap On Losses From Certified Acts Of Terrorism Endorsement **17-357**.



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(2) To also exclude punitive damages arising out of a certified act of terrorism, use Arkansas Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism Endorsement **17-363AR**.

b. When coverage for certified acts of terrorism is not to be provided (or is to be provided with a specific limitation), the following option is available:

(1) To exclude coverage for certified acts of terrorism but provide coverage for other acts of terrorism (subject to underlying policy provisions), use Exclusion Of Certified Acts Of Terrorism Endorsement **17-360**.

**2. THE FOLLOWING PARAGRAPH 2.a. INSTRUCTS ON THE USAGE OF THE  
CONDITIONAL TERRORISM ENDORSEMENT FOR:**

- **POLICIES THAT BECOME EFFECTIVE DURING THE LAST PROGRAM YEAR OF THE FEDERAL PROGRAM, WITH A POLICY TERM THAT EXTENDS PAST THE TERMINATION DATE OF THAT PROGRAM;**
- **POLICIES WRITTEN TO BECOME EFFECTIVE AFTER THE SCHEDULED TERMINATION DATE OF THE FEDERAL PROGRAM, IF THE DISPOSITION OF SUCH PROGRAM IS UNCERTAIN AT THE TIME THE POLICY IS WRITTEN.**

**THESE CONDITIONAL ENDORSEMENTS ARE DESIGNED TO BE USED IN CONJUNCTION WITH (ON THE SAME POLICY AS) THE ENDORSEMENTS DESCRIBED ABOVE AND CAN ALSO BE USED IN THE ABSENCE OF SUCH ENDORSEMENTS. REFER TO PARAGRAPH 3. OF THIS RULE FOR POLICIES THAT BECOME EFFECTIVE AFTER THE TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM.**

The following information is based on a scheduled termination date of December 31, 2014. However, if there is an extension of the federal Program beyond 2014 and this line of business remains subject to TRIA under such extension, then the following information would apply instead to the last Program Year enacted via the extension, provided the federal Program will end on a specified date with respect to all policies for this line of business (a so-called hard ending).

Policies that become effective on or after January 1, 2014 may not have the federal backstop apply throughout the entire policy period. The following conditional endorsement options provide insurers with tools to address terrorism exposures given the anticipated termination of the federal Program, which may occur during the policy period. The provisions of the conditional endorsement will apply commencing when the federal Program terminates or is extended without "make available" requirements and with certain changes (revised definition of terrorism; or terrorism coverage made subject to terms or conditions different from those that apply to other events; or increase in insurer retention of or participation in losses). **If the aforementioned conditions do not occur, the provisions of the conditional endorsement will not become effective on the policy.**

a. To exclude terrorism coverage, attach Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) Endorsement **17-377**.

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**3. THE FOLLOWING PARAGRAPH 3.a. INSTRUCTS ON THE USAGE OF THE TERRORISM ENDORSEMENT THAT MAY BE ATTACHED TO:**

**POLICIES THAT BECOME EFFECTIVE ON OR AFTER THE DATE WHEN THE TERRORISM RISK INSURANCE PROGRAM HAS TERMINATED; OR**

**POLICIES THAT BECOME EFFECTIVE ON OR AFTER THE DATE WHEN AN EXTENSION OF THE TERRORISM RISK INSURANCE PROGRAM HAS GONE INTO EFFECT, IF THE PROGRAM WAS EXTENDED WITHOUT MAKE-AVAILABLE REQUIREMENTS AND WITH CERTAIN CHANGES (REVISED DEFINITION OF TERRORISM; OR TERRORISM COVERAGE MADE SUBJECT TO TERMS OR CONDITIONS DIFFERENT FROM THOSE THAT APPLY TO OTHER EVENTS; OR INCREASE IN INSURER RETENTION OF OR PARTICIPATION IN LOSSES).**

**a. To exclude terrorism coverage, attach:**

- Exclusion Of Terrorism Endorsement **17-391** to DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM (Condominium Associations and Homeowners Associations)
- Exclusion Of Terrorism Endorsement **17-393** to RELIGIOUS ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
- Exclusion Of Terrorism Endorsement **26-123** to SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

**42. EMPLOYEE BENEFITS LIABILITY COVERAGE (Subline Code 317)**

**★ E. Terrorism Supplement**

**INTRODUCTION**

The "Terrorism Risk Insurance Act" ("TRIA") establishes a program within the Department of the Treasury in which the Federal Government will share the risk of loss from terrorist attacks with the insurance industry. Federal participation will be triggered when the Secretary of the Treasury certifies an act of terrorism, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism, provided the terrorist act results in aggregate losses in excess of an amount stated in the Act. With respect to insured losses resulting from a certified act of terrorism, the Federal Government will reimburse individual insurers for a percentage of losses (as stated in the Act) in excess of the insurer's retention, which is based on a specified percentage of the insurer's earned premium for the year preceding the loss. Insured losses covered by the program are capped at \$100 billion per year; this provision serves to limit insurers' liability for losses. If a terrorism event pierces the cap of a given year, insured losses paid (amounts below the cap) under the federal program may be subject to pro rata allocation in accordance with procedures established by the Treasury. All insurers providing general liability insurance are required to participate in the program to the extent of making available coverage for certified acts of terrorism in accordance with the terms and conditions of coverage which apply to non-terrorism events.

For all new and renewal business, an insurer must make available to insureds coverage for losses caused by certified acts of terrorism. The insurer must disclose to the policyholder the premium for losses covered, the federal share of compensation for such losses under the program and the existence of the \$100 billion cap, at the time of offer, purchase and renewal of the policy.

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**IMPORTANT GENERAL INFORMATION**

In the policy Declarations (or by other means at the insurer's option), it is advisable to indicate applicability of terrorism endorsements by line of business. This is especially important for a package policy that includes both TRIA and non-TRIA lines of business.

**1. THE FOLLOWING PARAGRAPHS, 1.a. AND 1.b, INSTRUCT ON THE USAGE OF TERRORISM ENDORSEMENT OPTIONS THAT MAY BE ATTACHED TO POLICIES THAT BECOME EFFECTIVE WHILE THE TERRORISM RISK INSURANCE PROGRAM IS IN EFFECT. REFER TO PARAGRAPH 2. OF THIS RULE FOR ADDITIONAL INSTRUCTIONS REGARDING THOSE POLICIES THAT WILL CONTINUE PAST THE ANTICIPATED TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM. POLICIES THAT BEGIN IN THE LAST PROGRAM YEAR OF THE FEDERAL PROGRAM MAY REQUIRE THE USE OF TWO ENDORSEMENTS DUE TO THE ANTICIPATED MID-TERM TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM.**

**a.** When coverage for certified acts of terrorism is to be provided, the following options are available:

- (1)** To provide coverage for both certified acts of terrorism and other acts of terrorism (subject to underlying policy provisions), but provide that the insurer will not pay any amount for injury or damage for any certified act of terrorism after the amounts of all such events in a statutory period exceed the cap provided by the Act, use Cap On Losses From Certified Acts Of Terrorism Endorsement **17-357**.
- (2)** To also exclude punitive damages arising out of a certified act of terrorism, use Arkansas Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism Endorsement **17-363AR**.

**b.** When coverage for certified acts of terrorism is not to be provided (or is to be provided with a specific limitation), the following option is available:

- (1)** To exclude coverage for certified acts of terrorism but provide coverage for other acts of terrorism (subject to underlying policy provisions), use Exclusion Of Certified Acts Of Terrorism Endorsement **17-360**.

**2. THE FOLLOWING PARAGRAPH 2.a. INSTRUCTS ON THE USAGE OF THE CONDITIONAL TERRORISM ENDORSEMENT FOR:**

- **POLICIES THAT BECOME EFFECTIVE DURING THE LAST PROGRAM YEAR OF THE FEDERAL PROGRAM, WITH A POLICY TERM THAT EXTENDS PAST THE TERMINATION DATE OF THAT PROGRAM;**
- **POLICIES WRITTEN TO BECOME EFFECTIVE AFTER THE SCHEDULED TERMINATION DATE OF THE FEDERAL PROGRAM, IF THE DISPOSITION OF SUCH PROGRAM IS UNCERTAIN AT THE TIME THE POLICY IS WRITTEN.**

**THESE CONDITIONAL ENDORSEMENTS ARE DESIGNED TO BE USED IN CONJUNCTION WITH (ON THE SAME POLICY AS) THE ENDORSEMENTS DESCRIBED ABOVE AND CAN ALSO BE USED IN THE ABSENCE OF SUCH ENDORSEMENTS.**

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The following information is based on a scheduled termination date of December 31, 2014. However, if there is an extension of the federal Program beyond 2014 and this line of business remains subject to TRIA under such extension, then the following information would apply instead to the last Program Year enacted via the extension, provided the federal Program will end on a specified date with respect to all policies for this line of business (a so-called hard ending).

Policies that become effective on or after January 1, 2014 may not have the federal backstop apply throughout the entire policy period. The following conditional endorsement options provide insurers with tools to address terrorism exposures given the anticipated termination of the federal Program, which may occur during the policy period. The provisions of the conditional endorsement will apply commencing when the federal Program terminates or is extended without "make available" requirements and with certain changes (revised definition of terrorism; or terrorism coverage made subject to terms or conditions different from those that apply to other events; or increase in insurer retention of or participation in losses). **If the aforementioned conditions do not occur, the provisions of the conditional endorsement will not become effective on the policy.**

- a. To exclude terrorism coverage, attach Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) Endorsement **17-377**.

#### **43. RELIGIOUS ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE**

##### **★ D. Terrorism Supplements**

###### **INTRODUCTION**

The "Terrorism Risk Insurance Act" ("TRIA") establishes a program within the Department of the Treasury in which the Federal Government will share the risk of loss from terrorist attacks with the insurance industry. Federal participation will be triggered when the Secretary of the Treasury certifies an act of terrorism, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism, provided the terrorist act results in aggregate losses in excess of an amount stated in the Act. With respect to insured losses resulting from a certified act of terrorism, the Federal Government will reimburse individual insurers for a percentage of losses (as stated in the Act) in excess of the insurer's retention, which is based on a specified percentage of the insurer's earned premium for the year preceding the loss. Insured losses covered by the program are capped at \$100 billion per year; this provision serves to limit insurers' liability for losses. If a terrorism event pierces the cap of a given year, insured losses paid (amounts below the cap) under the federal program may be subject to pro rata allocation in accordance with procedures established by the Treasury. All insurers providing general liability insurance are required to participate in the program to the extent of making available coverage for certified acts of terrorism in accordance with the terms and conditions of coverage which apply to non-terrorism events.

For all new and renewal business, an insurer must make available to insureds coverage for losses caused by certified acts of terrorism. The insurer must disclose to the policyholder the premium for losses covered, the federal share of compensation for such losses under the program and the existence of the \$100 billion cap, at the time of offer, purchase and renewal of the policy.

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**IMPORTANT GENERAL INFORMATION**

In the policy Declarations (or by other means at the insurer's option), it is advisable to indicate applicability of terrorism endorsements by line of business. This is especially important for a package policy that includes both TRIA and non-TRIA lines of business.

**1. THE FOLLOWING PARAGRAPHS, 1.a. AND 1.b, INSTRUCT ON THE USAGE OF TERRORISM ENDORSEMENT OPTIONS THAT MAY BE ATTACHED TO POLICIES THAT BECOME EFFECTIVE WHILE THE TERRORISM RISK INSURANCE PROGRAM IS IN EFFECT. REFER TO PARAGRAPH 2. OF THIS RULE FOR ADDITIONAL INSTRUCTIONS REGARDING THOSE POLICIES THAT WILL CONTINUE PAST THE ANTICIPATED TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM. POLICIES THAT BEGIN IN THE LAST PROGRAM YEAR OF THE FEDERAL PROGRAM MAY REQUIRE THE USE OF TWO ENDORSEMENTS DUE TO THE ANTICIPATED MID-TERM TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM.**

**a.** When coverage for certified acts of terrorism is to be provided, the following options are available:

- (1)** To provide coverage for both certified acts of terrorism and other acts of terrorism (subject to underlying policy provisions), but provide that the insurer will not pay any amount for injury or damage for any certified act of terrorism after the amounts of all such events in a statutory period exceed the cap provided by the Act, use Cap On Losses From Certified Acts Of Terrorism Endorsement **17-357**.
- (2)** To also exclude punitive damages arising out of a certified act of terrorism, use Arkansas Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism Endorsement **17-363AR**.

**b.** When coverage for certified acts of terrorism is not to be provided (or is to be provided with a specific limitation), the following option is available:

- (1)** To exclude coverage for certified acts of terrorism but provide coverage for other acts of terrorism (subject to underlying policy provisions), use Exclusion Of Certified Acts Of Terrorism Endorsement **17-360**.

**2. THE FOLLOWING PARAGRAPH 2.a. INSTRUCTS ON THE USAGE OF THE CONDITIONAL TERRORISM ENDORSEMENT FOR:**

- POLICIES THAT BECOME EFFECTIVE DURING THE LAST PROGRAM YEAR OF THE FEDERAL PROGRAM, WITH A POLICY TERM THAT EXTENDS PAST THE TERMINATION DATE OF THAT PROGRAM;**
- POLICIES WRITTEN TO BECOME EFFECTIVE AFTER THE SCHEDULED TERMINATION DATE OF THE FEDERAL PROGRAM, IF THE DISPOSITION OF SUCH PROGRAM IS UNCERTAIN AT THE TIME THE POLICY IS WRITTEN.**

**THESE CONDITIONAL ENDORSEMENTS ARE DESIGNED TO BE USED IN CONJUNCTION WITH (ON THE SAME POLICY AS) THE ENDORSEMENTS DESCRIBED ABOVE AND CAN ALSO BE USED IN THE ABSENCE OF SUCH ENDORSEMENTS. REFER TO PARAGRAPH 3. OF THIS RULE FOR POLICIES THAT BECOME EFFECTIVE AFTER THE TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM.**

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The following information is based on a scheduled termination date of December 31, 2014. However, if there is an extension of the federal Program beyond 2014 and this line of business remains subject to TRIA under such extension, then the following information would apply instead to the last Program Year enacted via the extension, provided the federal Program will end on a specified date with respect to all policies for this line of business (a so-called hard ending).

Policies that become effective on or after January 1, 2014 may not have the federal backstop apply throughout the entire policy period. The following conditional endorsement options provide insurers with tools to address terrorism exposures given the anticipated termination of the federal Program, which may occur during the policy period. The provisions of the conditional endorsement will apply commencing when the federal Program terminates or is extended without "make available" requirements and with certain changes (revised definition of terrorism; or terrorism coverage made subject to terms or conditions different from those that apply to other events; or increase in insurer retention of or participation in losses). **If the aforementioned conditions do not occur, the provisions of the conditional endorsement will not become effective on the policy.**

a. To exclude terrorism coverage, attach Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) Endorsement **17-377**.

**3. THE FOLLOWING PARAGRAPH 3.a. INSTRUCTS ON THE USAGE OF THE TERRORISM ENDORSEMENT THAT MAY BE ATTACHED TO:**

**POLICIES THAT BECOME EFFECTIVE ON OR AFTER THE DATE WHEN THE TERRORISM RISK INSURANCE PROGRAM HAS TERMINATED; OR**

**POLICIES THAT BECOME EFFECTIVE ON OR AFTER THE DATE WHEN AN EXTENSION OF THE TERRORISM RISK INSURANCE PROGRAM HAS GONE INTO EFFECT, IF THE PROGRAM WAS EXTENDED WITHOUT MAKE-AVAILABLE REQUIREMENTS AND WITH CERTAIN CHANGES (REVISED DEFINITION OF TERRORISM; OR TERRORISM COVERAGE MADE SUBJECT TO TERMS OR CONDITIONS DIFFERENT FROM THOSE THAT APPLY TO OTHER EVENTS; OR INCREASE IN INSURER RETENTION OF OR PARTICIPATION IN LOSSES).**

a. To exclude terrorism coverage, attach:

- Exclusion Of Terrorism Endorsement **17-391** to DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM (Condominium Associations and Homeowners Associations)
- Exclusion Of Terrorism Endorsement **17-393** to RELIGIOUS ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
- Exclusion Of Terrorism Endorsement **26-123** to SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

SERFF Tracking Number: LBRM-125549476 State: Arkansas  
First Filing Company: America First Insurance Company, ... State Tracking Number: #? \$?  
Company Tracking Number: 2008-01320  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Commercial Professional Liability  
Project Name/Number: TRIPRA 2007 - Rules/2008-01320

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty  
**Review Status:** Accepted for Informational Purposes 03/21/2008  
**Comments:** Expedited Transmittal Attached  
**Attachment:** Expedited Transmittal.pdf

**Bypassed -Name:** NAIC Loss Cost Filing Document for OTHER than Workers' Comp  
**Review Status:** Accepted for Informational Purposes 03/21/2008  
**Bypass Reason:** na  
**Comments:**

**Bypassed -Name:** NAIC loss cost data entry document  
**Review Status:** Accepted for Informational Purposes 03/21/2008  
**Bypass Reason:** nA  
**Comments:**

**EXPEDITED FILING — COMMERCIAL LINES  
TERRORIST EXCLUSIONS APPLICATION**

This page applies to the following state(s) Arkansas

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
America First Insurance Company	NH	111-12696	58-0953149
Peerless Insurance Company	NH	111-24198	02-0177030
The Netherlands Insurance Company	NH	111-24171	02-0342937
Peerless Indemnity Insurance Company	IL	111-18333	13-2919779

**Contact Info for Filer**

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Kelly Joslyn 62 Maple Avenue Keene NH 03431	800-826-6189 x79589	603-352-9252	kelly.joslyn@libertymutual.com

**Filing information**

<b>Line of Insurance</b> (see attachment)	Professional Liability
<b>Company Program Title</b> (Marketing title) (if applicable)	Professional Liability
<b>Filing Type ** see note below</b>	Rule
<b>This application is used with:</b>	Professional Liability
<b>Effective Date Requested</b>	04/01/08 New and Renewal Business
<b>Filing date</b>	03/15/08
<b>Company Tracking Number</b>	2008-01320
<b>Date filing approved in domiciliary state</b>	Pending

	<u>Component/Form Name</u> <u>/Description/Synopsis</u>	<u>Form #)</u> <u>Include edition date</u>	<u>Replacement</u> <u>Or withdrawn?</u>	<u>If replacement,</u> <u>give form #</u> <u>it replaces</u>	<u>Previous State</u> <u>Filing Number,</u> <u>if required</u> <u>by state</u>
01	Company TRIA Exception Pages	PL-EXC-TERRSUPP-1 THRU 7	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
02	Company Exception Pages	PL-EXC-1 THRU 15	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

To be complete, a form filing must include the following:

- A completed Form Filing Transmittal Document for each insurer.
- One copy of each endorsement.
- The appropriate filing fees, if required.
- A postage-paid, self-addressed envelope **large enough to accommodate the return.**

The insurer(s) submitting this filing certifies that it is:

- ☒ Using endorsements that provide coverage that is at least as broad as described in the bulletin.



Signature

Kelly Joslyn

Print Name:

Sr State Filing Technician

Title: